

## **Exhibit 1 – Student Record Repository Agreement**

### **Student Record Repository Agreement**

This Student Record Repository Agreement is entered into by and between The University of the Arts (“UArts”) and Moore College of Art & Design (“Moore”), effective as of December 9, 2024 (the “Agreement”).

WHEREAS, UArts lost its Middle States Commission on Higher Education (“Middle States”) accreditation on or about May 31, 2024. Thereafter, on or about June 7, 2024, UArts ceased operations. On September 13, 2024, UArts filed for relief under chapter 7 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court” presiding over the “Bankruptcy Proceedings”)

WHEREAS, Alfred T. Giuliano has been appointed as the Chapter 7 Trustee of UArts’ Bankruptcy Estate (the “Bankruptcy Estate”).

WHEREAS, Moore has volunteered to take over the Student Record Repository of UArts (the “Student Record Repository”), to enable former students of UArts to obtain transcripts.

WHEREAS, the Student Record Repository is of no financial value to the Bankruptcy Estate, but it is critically important for the former students of UArts to have the ability to obtain transcripts from a trusted institution, and Moore is willing to assume that responsibility.

NOW WHEREFORE, UArts and Moore agree as follows in connection with the transfer of the Student Record Repository of UArts:

1. The parties to this Agreement each represent they are legal entities in existence in good standing, and that they have the legal authority to enter into this Agreement, which is enforceable according to its terms.

2. In course of dealings between the parties, and in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission’s implementing regulations) and the Family Education Rights and Privacy Act of 1974 (“FERPA”), each party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information (“Protected Information”) relating to students to which all parties involved in this Agreement will be provided access. Protected Information shall be held in confidence and may only be used/accessed for the purposes set out in this Agreement. Each party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information.

3. UArts shall transfer to Moore its Student Record Repository in an electronic format accessible and readable by Moore. All records to be provided by UArts to Moore shall be in digitized form which is readily searchable and indexed by student name and a unique document ID number to connect each document to additional indexing data.

To the best of UArts' ability, UArts will transfer the following to Moore, which shall constitute the entirety of the Student Record Repository identified above:

- a. Transcripts covering at least the last 50 years. Where data is available to separate out transcripts, transcripts older than 50 years may be excluded. Some transcripts may be in duplicate.
  - i. Transcripts for approximately 63,000 students from 1994 to 2024 generated by the student information system in PDF format (one PDF per student, which may include multiple transcripts – undergraduate, graduate, and continuing studies, etc.).
  - ii. Approximately 40,000 – 75,000 scanned transcripts from prior to 1994 in TIF, PDF, or JPG formats.
- b. CSV file containing indexing data for transcripts matchable to each document via unique identification number. The specific data available for each transcript may vary depending on the information present and time available for data audit.
- c. Supplemental documents to assist Moore if questions arise regarding transcripts or data.
  - i. All available digitized commencement programs.
  - ii. All available digitized catalogs.
  - iii. Reference to archival publications available on the internet archive.
  - iv. Read-me files with details about data and documents provided.

4. UArts represents that it is in compliance with all federal, state, and local laws and any relevant court orders relating to the maintenance of the Student Record Repository as of the date of its transfer to Moore. UArts further represents that it has maintained the Student Record Repository in compliance with all governing federal, state, and local laws and any relevant court orders.

5. The Student Record Repository shall be treated in a manner consistent with Moore's policies for maintaining student records. Moore shall make transcripts available to former UArts students and third parties consistent with policies that Moore currently has for its own student records. As UArts is handling the copying and transfer of the Student Record Repository, Moore shall not be responsible to any former student of UArts or any other person or entity for the accuracy of any such records and is relying upon UArts for the accuracy and completeness of any such records. Moore will fulfill transcript requests from former UArts students consistent with policies and procedures Moore currently has for its own students, including with respect to applicable fees or other charges. The parties acknowledge that Moore's activities under this agreement are ministerial and administrative only. Moore assumes no affirmative obligation to conduct research regarding any records/documents not contained within the Student Record Repository.

6. The parties intend and agree that former UArts students are third-party beneficiaries for the limited purpose of enforcing their rights to obtain their transcripts, but

Moore has no liability for any damages whether consequential or otherwise except in the event of willful misconduct by Moore in denying or refusing to comply with a valid request for one or more transcripts which were provided to Moore by UArts. Moore agrees to accept the Student Record Repository on an as-is, where is basis. The only remedy if suit is brought by a former UArts student is to deliver the requested transcripts if those transcripts were in fact provided to Moore by UArts. Moore is not liable for and has no responsibility to any former UArts student for any incomplete records transferred by UArts to Moore.

7. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the Commonwealth of Pennsylvania, without giving effect to provisions thereof regarding conflict of laws.

8. This Agreement, including the instruments and agreements executed in connection herewith, contain all of the terms, conditions, representations and warranties agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties hereto, oral or written, respecting such subject matter. This Agreement shall not be amended or modified except by an agreement in writing duly executed by the parties.

9. This Agreement is subject to and conditioned upon the approval of the Bankruptcy Court presiding over the Bankruptcy Proceedings and will only be valid upon the approval of the Bankruptcy Court.

10. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:  
THE UNIVERSITY OF THE ARTS

By: \_\_\_\_\_  
Name: Alfred T. Giuliano  
Title: Chapter 7 Trustee of the Bankruptcy Estate  
of The University of the Arts

Date: \_\_\_\_\_

MOORE COLLEGE OF ART & DESIGN

By: Will L. Hill, II  
Name: William L. Hill, II  
Title: Senior V.P. and Treasurer

Date: 12-11-2024